

Eastern District of New York Republic State of New York

★ APR 11 2019 ★

Suzanne Krusinski,

Against

RIDGEWOOD SAVING BANK, Wrongdoer

Index No.

CV - 19 2112

Claim

Common Law Jury

MAUSKOPF, J.

LEVY, M.J.

Based on Truth , Court of Record, the claim of Suzanne Krusinski, woman, one of the people of the Republic of New York, Law of the Land, respectfully, states and alleges the following. Suzanne Krusinski has repeatedly sent letters to Ridgewood Saving Bank, hereinafter known as the Bank, for Full Disclosure of the alleged loan and Vito DiBona, Vice President of Ridgewood Saving Bank has not been forthcoming. In my letter June 20, 2018 I requested an Affidavit of Truth, bookkeeping entries, inspection of Note from an agent of the Bank in regards to the alleged loan and full disclosure which was not provided. In my July 9th letter to Bank I sent my own Affidavit which to date has not been rebutted so it stands as Truth.

Suzanne Krusinski address for the record - 78-27 86th Street, Glendale, NY 11385

Ridgewood Saving Bank address for the record - 71-02 Forest Avenue, Ridgewood, NY 11385

Claim is for an alleged mortgage loan that originated on July 12, 2001 for the property of 78-27 86th Street, Glendale, NY 11385 for Suzanne and John Krusinski. Suzanne Krusinski alleges that the BANK deposited the Note and then returned it to Suzanne and John Krusinski as a loan via bookkeeping entries. The Bank wrote the Note and the Bank recorded the bookkeeping entries, Call Reports, Notes and Deposit Slip. Suzanne is demanding full disclosure and equal protection under the law, which includes no omissions of facts and truth under penalty of perjury.

1. Stipulate and answer questions to the following points listed below but is not limited to
2. Produce bookkeeping entries for the alleged loan and all Call Reports and all Notes for the alleged loan.
3. Produce the Original Wet Ink Signature Note (s) front and back or set up appointment to visually inspect Original Wet Ink Signature Note (s)
4. Produce the Deposit Slip for the deposit of Suzanne and John Krusinski Note associated with the loan.
5. Produce the Account Number from which the currency came from to fund the check
6. Proof that the Bank is the holder of the Note and not servicing the loan

Stipulate No.1

Stipulate with an Affidavit under penalty of perjury who funded the bank loan check for the mortgage that originated of July 12, 2001 for Suzanne and John Krusinski alleged loan.

Stipulate No 2.

What man or woman is responsible for the Note on the bank's part since the Note was not countersigned by any man or woman at RIDGEWOOD SAVING BANK?

Stipulate No 3

Are you an expert in this field of banking and have authority to provide what I am requesting and bind the Bank based your responses.

Stipulate No 4

Confirm you provided full disclosure of all facts and truth in your Affidavit of the alleged loan.

Question No 1

Is RIDGEWOOD SAVING BANK claiming that Suzanne and John Krusinski owe a debt obligation to the Bank?

Question No 2

If so, how much of the debt obligation is due?

Question No 3; Yes or No

Was there any alter or change to the Original Wet Ink Signature Note (s) after it was signed by Suzanne and John Krusinski on the back of the Original Wet Ink Signature Note? (i.e. Pay to the Order of...without recourse" or some wording to this effect.)

Question No 4 Yes or No

In the Chicago Federal Reserve Bank publication Modern Money Mechanics it's says that banks accepts promissory notes in exchange for credits to the borrower's transaction account, is the Chicago Reserve Bank publication in error?

Question No 5; Yes or No

Did the bank loan the check backed by cash as consideration loaned to obtain the promissory note? If yes, show where in the bookkeeping entries. What is the Bank's definition of cash?

Question No 6 Yes or No

Did the bank obtain ownership of the promissory note without loaning one cent of legal tender or other depositors' money?

Question No 7 Yes or No

Is it true that the bank check or checkbook money (liability) has no value without an asset called cash to give it value?

Question No 8;

Did RIDGEWOOD SAVING BANK lend Suzanne and John Krusinski the bank's assets, or the bank's liabilities?

Question No 9. Yes or No

Does the bank owe a liability to Suzanne and John Krusinski in the amount of the alleged loan?

Question No 10; Yes or No

Was at any time Suzanne and John Krusinski's Note recorded as a Bank asset via bookkeeping entries?

Question No 11 Yes or No

The alleged loan from 2001 has the Note been sold or assigned?

Question No 12; Yes or No

Federal Reserve Notes are IOU's

Question No 14 Yes or No

Is it Ridgewood Savings Bank policy that Notes (promise to pay) are cash? If not how does the bank define a promissory note?

Question No 15

What is Ridgewood Saving Bank definition of a United States constitutional dollar?

Question No 16

Is Ridgewood Savings Bank operating outside the United States Constitution? If no, please explain.

Question No 17

Does Ridgewood Saving Bank operate under fractional reserve banking?

Question No 18

Is the Federal Reserve System a monopoly? Is the Federal Reserve System Notes created out of thin air? Are Federal Reserve Notes debt instruments?

Affidavit of Suzanne Krusinski

1. The Bank, RIDGEWOOD SAVINGS BANK, hereafter known as the Bank, operated in a similar manner to FIRST NATIONAL BANK of Montgomery, the plaintiff in the Credit River Decision, whereas RIDGEWOOD SAVINGS BANK, created the money and credit upon its own books by bookkeeping entry; the credit first came into existence when the Bank created it by the monetization of the Note signed by only Suzanne and John Krusinski.
2. I, Suzanne Krusinski sent a letter dated June 20, 2018 and July 9, 2018 requesting from Ridgewood Savings Bank how the loan was funded and to rebut each point made as to what asset/value the Bank put up for the alleged loan and include certified double bookkeeping entries (accounts receivable and accounts payable) on the alleged loan according to Generally Accepted Accounting Principle (GAAP). Actual account whereby bank assay has occurred showing actual loss incurred of the alleged debt. Stipulate who the creditor is according to Generally Accepted Accounting Principle (GAAP). Reveal the entire truth **FULL DISCLOSURE** on how the Bank funded the loan. My questions were not answered and my Affidavit was not rebutted from their response from the Banks letters dated June 28, 2018 and July 16, 2018.
3. Ridgewood Saving Bank did not disclose to Suzanne and John Krusinski that the signatures on the "Note" allowed Ridgewood Savings Bank to create money/credit issued on Suzanne and John Krusinski's behalf to the seller.
4. The subsequent money created by monetizing the Note was never credited to Suzanne and John Krusinski's account with a deposit slip and Ridgewood Savings Bank never disclosed the facts to us detailing their acquisition of the money through monetizing of the Note.
5. Suzanne Krusinski decree; the alleged loan "Note" and "Mortgage" contracts are void by not meeting the lawful requirement of a contract. A meeting of the minds did not occur - full disclosure of the facts involved in the contracts.
6. There is no way there can even be a meeting of minds when no agent from the bank signed the mortgage or note.
7. No valuable consideration was exchanged – there is no law under the Constitution of the United States that allows for the creation of money by Banks. The Bank did not present any consideration while Suzanne and John Krusinski gave substantive value of labor for 17 years, valuable signature for the alleged loan plus a down payment.
8. There was no risk on Ridgewood Savings Bank part because no money was loaned. This was an exchange not a loan. According to the book Modern Money Mechanics the Federal Reserve Bank of Chicago states that it's not the banks policy to make loans from other depositor's money. Neither do they make bank loans from their own assets. They make loans by accepting promissory notes, in exchange for credits to the borrower's transaction account.
9. The Note funded the presumed loan. The Bank exchanged the Note for bank tokens (checkbook money) which is transferred by check. The Note gave value to the bank tokens that the bank returned to us as a loan. The seller of the home received a check. The money deposited for the check issued came from Suzanne and John Krusinski's signature on the Note not Ridgewood Savings Bank.

10. Suzanne and John Krusinski never gave the Bank authority to open a transaction account/demand account in our names.
11. Suzanne and John Krusinski own the Note (s) because Ridgewood Savings Bank never paid money for the Note (s) and never loaned any of their money or assets. The Note(s) is an asset on the banks books.
12. The Bank agent failed to sign a Wet Ink signature of the Note and Mortgage evidencing acceptance of the contracts and knowingly committed fraud.
Suzanne and John Krusinski never received any paperwork from Ridgewood Savings Bank on how Ridgewood Saving Bank was funding the loan and loaning us the Banks assets.
13. The Note has not been bought forth to be examined visually as per my letter of June 20, 2018 and July 9, 2018. Ridgewood Saving Bank response dated July 16, 2018 states that they have a copy of the original signed note and is not available for inspection. Suzanne and John Krusinski did not sign a copy we signed the Original Note with a Wet Ink Signature.
14. Suzanne and John Krusinski were unschooled in the operation of the Banking industry.
15. The Constitution of the United States, Article 1, and Section 10 states "No state shall make any Thing but gold and silver Coin a Tender in Payment of Debts."
16. The Constitution of the United States, Article 1, Section 8, Clause 5 states Congress shall Power to Coin Money, regulate the Value thereof, and of foreign coin and fix the Standard of Weights and Measures.
17. The Federal Reserve Act is unconstitutional.
18. Under what lawful authority does Ridgewood Saving Bank operate under to loan anything other than gold and silver coin to create a debt obligation.
19. If there is no debt there is no money circulating in the United States of America. If every debt, if possible is paid off (it can't since the interest is never in circulation) there would be no money. This alone tells you how bizarre the system is. The money has lost its purchasing power over time which again is robbing the People. Fractional Reserve Banking again robs the People of their purchasing power. The foundation of America is founded in the People and government derives its power from the consent of the People. I do not consent to this fake/scam monetary system that is designed by Bankers and OTHERS and are able to create money and credit out of thin air and then to boot have the nerve to charge us interest . This financial quackery will no longer be tolerated.
20. Our entire monetary system is an unconscionable act.
21. Federal Reserve and Banks have created a monopoly of establishing money and credit out of thin air to the detriment of my family and for all People. The Federal Reserve Notes cost less than .30 to print. There is no difference between a \$5.00 bill and \$50.00 bill except the image and number on the bill. They both cost the same to print.
22. They Shall Not Steal.
23. Usury is another form of stealing, as the Federal Reserve sets interest rates and are unaccountable to the People. Interest on paper money that cost less than .30 cents to print.
24. Suzanne Krusinski has tried to resolve these issues on the private side but to no avail.
25. Suzanne Krusinski is a living woman and anyone who is using the STRAWMAN or some TRUST ACCOUNT in my living name will be held personally responsible. I do not give consent to any of these and find them reprehensible.
26. Suzanne Krusinski, demands for the record that the contract is null and void based on the following above and does not give her consent to any future mortgage payments that have been paid for 17 years and demands the Bank and agents from the Bank who did not sign the Note or Mortgage, Cease and desist immediately.

Dated: 4 / 11 / 2019

~~I, being duly sworn, deposes and says: I am the woman in the above-entitled action I have read the foregoing complaint and know the content thereof. The same are true to my knowledge, except as to matters therein states to be alleged on information and belief as to those matters I believe them to be true.~~

Suzanne Krusinski

Signature of Woman

Suzanne Krusinski

Print Woman Name

Sworn to before me this _____ day of _____ 2018

Notary Public